


INVITATION TO BID STATE OF LOUISIANA LA DEPT OF PUBLIC SAFETY & CORRECT HQ-PURCHASING		BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">APR 05, 2012 02:00 PM</div> PURCHASING AGENCY NO. : 400PUR																										
<div style="border: 1px solid black; padding: 5px;"> <p>=====> VENDOR NO. : SOLICITATION : 2248463 FILE NO. : OPENING DATE : 04/05/12</p> </div> <div style="border: 1px solid black; height: 80px; margin-top: 10px; position: relative;"> <div style="position: absolute; top: 5px; left: 5px;"> <p>=====> VENDOR NAME AND ADDRESS</p> </div> </div> <div style="margin-top: 20px; text-align: center; font-weight: bold;"> FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID. </div>		<div style="font-weight: bold;">SEE NO. 8 BELOW. RETURN BID TO</div> <div style="text-align: right; margin-right: 20px;">02:00 PM</div> <div style="margin-top: 10px;"> 2248463 04/05/12 </div> <div style="margin-top: 10px;"> HQ-PURCHASING PURCHASING/CORRECTIONS SERVICES P.O. BOX 94304 504 MAYFLOWER STREET BATON ROUGE, LA 70804-9304 </div> <div style="margin-top: 10px;"> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 40%;">: LYNN GODWIN, CPPB</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-6592</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 04/02/12</td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 811000</td> </tr> <tr> <td colspan="2" style="text-align: center;">PRISON ENTERPRISES</td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: 811-106501</td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1344453</td> </tr> <tr> <td>VENDOR PHONE</td> <td>:</td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 12</td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 39049</td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 00/00/00</td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 00/00/00</td> </tr> <tr> <td>T-NUMBER</td> <td>:</td> </tr> </table> </div>	BUYER	: LYNN GODWIN, CPPB	BUYER PHONE	: (225) 342-6592	DATE ISSUED	: 04/02/12	REQ. AGENCY	: 811000	PRISON ENTERPRISES		AGENCY REQ. NO.	: 811-106501	ISIS REQ. NO.	: 1344453	VENDOR PHONE	:	FISCAL YEAR	: 12	CLASS/SUBCLASS	: 39049	SCHEDULED BEGIN DATE	: 00/00/00	SCHEDULED END DATE	: 00/00/00	T-NUMBER	:
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MEAT ITEMS - PE																												
<div style="text-align: center; font-weight: bold; font-size: 0.8em;">TO BE COMPLETED BY VENDOR</div> <ol style="list-style-type: none"> 1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT). 																												
<div style="text-align: center; font-weight: bold; font-size: 0.8em;">INSTRUCTIONS TO BIDDERS</div> <ol style="list-style-type: none"> 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____. 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 005DAYS ARO _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN. 																												
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE																										
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)																										

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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p>			

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<p>*****</p> <p>30. SIGNATURE AUTHORITY</p> <p>ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.</p> <p>PLEASE CIRCLE ONE:</p> <p>1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.</p> <p>2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES, A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.</p> <p>3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.</p> <p>4. THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITH THIS OFFICE.</p> <p>*****</p> <p>31. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2182, IN AWARDING CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.</p> <p>*****</p> <p>32. CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.</p> <p>A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT HTTP://WWW.EPLS.GOV</p> <p>33. FEDERAL CLAUSES, IF APPLICABLE.</p> <p>ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.</p> <p>CLEAN AIR ACT. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.</p> <p>ENERGY POLICY AND CONSERVATION ACT.THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).</p> <p>CLEAN WATER ACT.THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.</p> <p>ANTI-LOBBYING AND DEBARMENT ACT.THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.</p>			

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<p>1 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE NOT TO EXCEED TEN PERCENT (10%) MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY (SEVEN PERCENT (7%) IF MEAT, CATFISH, PRODUCE, EGGS, OR CRAWFISH FURTHER PROCESSED).</p> <p>DO YOU CLAIM THIS PREFERENCE? YES_____</p> <p>SPECIFY APPLICABLE PREFERENCE PERCENTAGES AND LINE NUMBERS AND GIVE LOCATION WITHIN LOUISIANA WHERE PRODUCT IS MANUFACTURED, PRODUCED, GROWN, ASSEMBLED, OR FURTHER PROCESSED.</p> <p>7% / LINE NOS:_____ LOCATION:_____</p> <p>10% / LINE NOS:_____ LOCATION:_____</p> <p>(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)</p> <p>DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES_____ NO_____</p> <p>IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?</p> <p>YES_____ NO_____</p> <p>FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>2 *****</p> <p>ALL PRODUCT MUST HAVE THE PROCESSED DATE STAMPED ON THE BOX AND PROCESSED DATE MUST HAVE BEEN WITHIN 90 DAYS OF THE DELIVERY DATE TO WAKEFIELD.</p> <p>*****</p> <p>3 BIDDERS ARE REQUESTED TO BID PACKAGING AND PORTION SIZES AS SPECIFIED. HOWEVER, IF ALTERNATES TO THE PACKAGING OR PORTION SIZES ARE PROPOSED, THEY SHOULD BE AS CLOSE AS POSSIBLE TO THOSE SPECIFIED. UNLESS REQUESTED OR OTHERWISE SPECIFIED, BULK PACKAGING IS NOT ACCEPTABLE. QUANTITIES PER PACKAGE WHICH ARE GREATER THAN SPECIFIED MAY BE CONSIDERED BULK PACKAGING AND MAY BE CAUSE FOR REJECTION.</p> <p>DPS&C, PRISON ENTERPRISES, RESERVES THE RIGHT TO ACCEPT OR REJECT ALTERNATE PACKAGING OR PORTION SIZES BASED ON FACTORS INCLUDING, BUT NOT LIMITED TO, STORAGE LIMITATIONS AT THE FACILITY; PRODUCT SHELF LIFE, DIETARY REQUIREMENTS ON PORTIONS, ETC.; DELIVERY SCHEDULES SPECIFIED; DISTRIBUTION REQUIREMENTS; INTERNAL/EXTERNAL PACKAGING SPECIFICATIONS; AND CANTEEN RESALE CONSIDERATIONS.</p> <p>4 PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).</p>			

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PACKAGE MARKINGS: PACKAGES MUST BE MARKED WITH THE BRAND AND NUMBER OF THE PRODUCT AND SUCH OTHER INFORMATION AS SIZES, TYPES, QUANTITY, USE INSTRUCTION, ETC. WHICH HELPS THE END USER IN USING THE PRODUCT CORRECTLY.

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THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

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ALL ITEMS FURNISHED UNDER THIS CONTRACT MUST BE IN COMPLIANCE WITH USDA (UNITED STATES DEPT. OF AGRICULTURE) AND FDA (FOOD AND DRUG ADMINISTRATION) REQUIREMENTS AND LAWS INCLUDING LABELING REQUIREMENTS.

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DELIVERY LOCATION:

WAKEFIELD MEAT PLANT
 HWY 61 N
 WAKEFIELD, LA 70784

 >>> DELIVERY INSTRUCTIONS <<<

 SUCCESSFUL VENDOR MUST CONTACT WAKEFIELD PLANT MANAGER 24 HOURS PRIOR TO DELIVERY. SCHEDULE AN APPOINTMENT AT 225-342-6793 OR 225-635-0368. PRISON ENTERPRISES RESERVES THE RIGHT TO REJECT UNSCHEDULED DELIVERIES.

 DELIVERY HOURS: MONDAY - THURSDAY (EXCEPT HOLIDAYS)
 7:00 AM - 1:00 PM

 **** NO FRIDAY DELIVERIES ****

 DELIVERY SHOULD BE MADE IN REFRIGERATED TRUCKS EQUIPPED TO MAINTAIN ADEQUATE TEMPERATURE ON ALL PRODUCTS BEING DELIVERED.

9

TIMELY DELIVERY OF ALL ORDERS IS IMPERATIVE. IF A VENDOR CANNOT MEET ANY DELIVERY, IT IS THE VENDOR'S RESPONSIBILITY TO CONTACT THE DIETARY DEPARTMENT OF THE ORDERING AGENCY AND SECURE A MUTUALLY AGREEABLE EXTENSION. FAILURE TO DELIVER AS PROMISED WILL BE CONSIDERED A DEFAULT BY THE VENDOR.

 IN THE EVENT AN EXTENSION CANNOT BE AGREED UPON, THE ORDER MAY BE CANCELLED. ADDITIONALLY, PER TERMS OF THE CONTRACT, DEFAULTING VENDOR MAY BE SURCHARGED ANY INCREASED COST RESULTING FROM FAILURE TO DELIVER.

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*****DEPT. OF AGRICULTURE GRADING AND CERTIFICATION PROGRAM*****

 R.S. 39:2101, MANDATES THAT ALL STATE AGENCIES, STATE INSTITUTIONS AND LOCAL SCHOOL DISTRICTS WHICH OPERATE FOOD SERVICE FACILITIES FOR

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
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<p>STUDENTS, PATIENTS OR INMATES UTILIZE ONLY THOSE MEAT, POULTRY AND SEAFOOD PRODUCTS THAT HAVE MET ALL LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY (LDAF) REQUIREMENTS FOR GRADING & CERTIFICATION PROGRAM. FOR MORE INFORMATION AND/OR QUESTIONS ON THE LDAF GRADING & CERTIFICATION PROGRAM AND FEES, CONTACT LDAF AT (225) 922-1358.</p> <p>FOR DELIVERY OF NON-COMPLIANT PRODUCTS TO THOSE INSTITUTIONS THAT HAVE BEEN GRANTED THE AUTHORITY BY LDAF TO SELF-CERTIFY THEIR MEAT, POULTRY AND SEAFOOD PRODUCTS, THE FOLLOWING PENALTIES AND FEES WILL APPLY:</p> <ol style="list-style-type: none">1. IF THE PRODUCT IS IN NON-COMPLIANCE AND IT IS NECESSARY FOR THE ENTITY TO USE THE PRODUCT, THE SUPPLIER WILL BE CHARGED IN ACCORDANCE WITH LDAF RULES AND REGULATIONS LAC 7:V.513, AND FOLLOWING. THIS ASSESSMENT WILL COUNT AS ONE (1) VIOLATION.2. IF THE PRODUCT IS IN NON-COMPLIANCE AND IS REJECTED AND RETURNED, NO CHARGES WILL BE ASSESSED TO THE SUPPLIER; HOWEVER, THIS WILL ALSO COUNT AS ONE (1) VIOLATION.3. IF A SUPPLIER RECEIVES THREE (3) VIOLATIONS IN ANY GIVEN QUARTER, IT WILL BE NECESSARY FOR LDAF TO INSPECT ALL OF THE SUPPLIER'S PRODUCTS BEFORE SHIPMENT. THE SUPPLIER WILL BE CHARGED IN ACCORDANCE WITH LDAF RULES AND REGULATIONS LAC7:V.513, AND FOLLOWING. <p>THIS PROVISION IS HEREBY MADE PART OF ANY SUBSEQUENT CONTRACT FOR MEAT, POULTRY (INCLUDING EGGS), AND SEAFOOD PRODUCTS.</p> <p>*****</p> <p>THE ORDERING AGENCY, PRISON ENTERPRISES, WITH AUTHORIZATION FROM AND UNDER THE SUPERVISION OF THE LA DEPT OF AGRICULTURE, WILL CONDUCT SELF-CERTIFICATION INSPECTION OF THE PRODUCTS RECEIVED ON THIS BID IN ORDER TO COMPLY WITH THE ABOVE MANDATE.</p>			

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: PRISON ENTERPRISES PRISON ENTERPRISES WAKEFIELD MEAT PLANT HWY 61 NORTH WAKEFIELD , LA 70784</p> <p>COMMODITY CODE: 390-49-000000</p> <p>*****</p> <p>YOUR RESPONSE TO THIS SOLICITATION MAY BE SUBMITTED BY FAX TO 225 342-6593. THE BID MUST BE SIGNED AND RECEIVED PRIOR TO THE BID OPENING DATE AND TIME.</p> <p>ALL PRODUCT MUST HAVE THE PROCESSED DATE STAMPED ON THE BOX AND THE PROCESSED DATE MUST HAVE BEEN WITHIN 90 DAYS OF THE DELIVERY DATE TO WAKEFIELD.</p> <p>*****</p> <p>PORK HAM:</p> <p>FROZEN, BONELESS, SKINLESS, SMOKED, CURED, FULLY COOKED. SELECT #1, SIZE 10 TO 14 LBS PER HAM. INDIVIDALLY PLASTIC WRAPPED. PACKED 10 LBS PER BOX</p> <p>REQUESTED DELIVERY: AS SOON AS POSSIBLE AFTER AWARD</p> <p>SPECIFY LBS PER HAM: _____ LBS</p> <p>SPECIFY LBS PER BOX: _____ LBS</p> <p>SPECIFY BRAND (& NUMBER IF APPLICABLE)</p> <p>_____</p>	600	LB	_____	_____
00002	<p>COMMODITY CODE: 390-49-000000</p>	180	LB	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	PORK FILETS: FROZEN, CUBED, 4 OZ PORTION, PACKED IN 10 LB BOXES. REQUESTED DELIVERY: AS SOON AS POSSIBLE AFTER AWARD SPECIFY PORTION SIZE: ____ OUNCES SPCIFY PKG: ____ LBS PER BOX SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00003	COMMODITY CODE: 390-49-000000 PORK SAUSAGE BREAKFAST LINK: FROZEN, ALL PORK BREAKFAST LINK. SEASONED WITH SALT AND SPICES. SKINLESS OR STUFFED INTO EDIBLE COLLAGEN CASINGS. SIZE: 14-16 LINKS PER POUND. PACKED 10 LBS. PER CASE REQUESTED DELIVERY: AS SOON AS POSSIBLE AFTER AWARD SPECIFY # OF LINKS PER POUND: ____ LINKS SPECIFY CASE SIZE: ____ LBS PER CASE SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	300	LB	_____	_____
00004	COMMODITY CODE: 390-49-000000 BEEF GROUND MEAT 85/15 FROZEN. FAT CONTENT NOT TO EXCEET 15% PACKED IN 10 LB TUBE TYPE BAGS 50 POUNDS PER BOX. STACKED 40 BOXES	400	LB	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	PER PALLET AND WRAPPED. PALLETS WILL BE EXCHANGED. REQUESTED DELIVERY: AS SOON AS POSSIBLE AFTER AWARD SPECIFY LBS PER TUBE: _____ POUNDS SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00005	COMMODITY CODE: 390-49-000000 BEEF CUBE STEAK: FROZEN, 4 OZ PORTION, UNBREADED PACKED IN 10 LB BOXES REQUESTED DELIVERY: AS SOON AS POSSIBLE AFTER AWARD SPECIFY PORTION SIZE: _____ OUNCES SPECIFY LBS PER BOX: _____ POUNDS SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	200	LB	_____	_____
00006	COMMODITY CODE: 390-49-000000 PORK SPARE RIBS (LARGE): FROZEN, 3.5 TO 4 PER SLAB, SPARE RIBS SHALL HAVE AT LEAST 11 RIBS AND ASSOCIATED COSTAL CARTILAGES AND MAY INCLUDE PORTIONS OF THE STERNUM AND DIAPHRAGM. THE MEMBRANOUS PORTION OF THE DIAPHRAGM MUST BE REMOVED CLOSE TO THE LEAN. ANY PORTION OF THE DIAPHRAGM NOT FIRMLY ATTACHED SHALL BE REMOVED CLOSE TO THE INSIDE SURFACE OF THE RIB.	600	LB	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	FAT NOT TO EXCEED 1/4" AVERAGE DEPTH. **EACH SLAB TO BE INDIVIDUALLY BAGGED OR CRYOVAC/VACUUM PACKAGED 40 LBS PER CASE REQUESTED DELIVERY: AS SOON AS POSSIBLE AFTER AWARD SPECIFY LBS PER CASE: _____ POUNDS SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				